IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

MONDAY, THE TWENTY NINTH DAY OF AUGUST
TWO THOUSAND AND FIVE

PRESENT

THE HON'BLE MR JUSTICE GODA RAGHURAM

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WRIT PETITION NO : 19837 of 2002

Between:

D.Gopal Reddy

..... PETITIONER

AND

APSRTC AND ANOTHER

.....RESPONDENT

ORDER:

Heard learned counsel for the petitioner and learned standing counsel for the respondents.

The writ petition is filed for a declaration that the action of the respondents stopping the petitioner's work of cleaning and sweeping of Venkatagiri Bus Depot in Nellore District, is illegal and arbitrary and for a direction to the respondents not to terminate the contract of the petitioner.

The second respondent called for tenders for awarding a contract for cleaning and sweeping of Venkatagiri Bus Depot in Nellore District for a period of one year commencing from first April to 31st March of the next year. The petitioner was one of the applicants. According to him since 1998 he was doing the work of cleaning and sweeping in the Venkatagiri Bus Depot. While so on 03.10.2002, the second respondent orally asked him to stop the work of cleaning and sweeping with immediate effect and thus aggrieved the writ

petition is filed for appropriate relief.

On behalf of the respondents a counter affidavit has been filed by the Law Officer stating that tenders were called during 1998 and the petitioner was entrusted the work on a month to month basis with effect from 21.04.1998 to 25.05.2000 on a monthly payment of Rs.1500/-. Thereafter, pursuant to another process of tendering the contract was awarded to the petitioner for a period of one year from 25.05.2001 to 25.5.2002. Even after the expiry of the extended period of contract no fresh tenders were called for and the petitioner was defacto continued in the work. The petitioner absconded from duty during the month of September, 2002 and was therefore asked not to attend the cleaning and sweeping work. He was asked to discontinue the work with effect from 01.10.2002.

The relationship between the parties is based on a contract i.e. a non-statutory contract. Even that contract expired after its extension by 25.05.2002. The relationship between the parties thereafter is permissive. The petitioner was permitted to carry on the work of sweeping and cleaning by the respondents up to September, 2002 and thereafter was asked to discontinue the work. The petitioner has no legal right to continue and there is no basis for grant of any relief in this writ petition.

The writ petition is misconceived and is accordingly dismissed. No costs.

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29-08-2005

kvrm